

**MEMORANDUM OF AGREEMENT  
BETWEEN  
WILFORD HALL MEDICAL CENTER  
AND  
BROOKE ARMY MEDICAL CENTER  
IN SUPPORT OF THE  
SAN ANTONIO UNIFORMED SERVICES HEALTH EDUCATION  
CONSORTIUM**

1. **Purpose:** The purpose of this understanding is to outline the understandings and responsibilities of each facility in integrating the DoD Graduate Medical Education (GME) programs in San Antonio.
2. **Authority:** DoDI 4000.19, *Interservice and Intragovernmental Support*, and AFI 25-201, *Support Agreement Procedures*, and other directives as required
3. **Background:** This agreement is entered into between Wilford Hall Medical Center and Brooke Army Medical Center hereafter referred to as “the Members”.
  - a. The Members have had separately established and approved professional education programs that were accredited by the Accreditation Council for Graduate Medical Education (ACGME). The members can separately fulfill Sponsoring Institution requirements as defined by ACGME.
  - b. The Members, acting under the mandate of the Assistant Secretary for Health Affairs to consolidate military training where possible, have decided that formation of a consortium to sponsor and oversee all military graduate medical programs in San Antonio is mutually beneficial. It is to the benefit of BAMC and the Department of the Army for its trainees to use the clinical facilities at USAF MTF to receive some of their clinical experience. USAF MTF will benefit from the use of BAMC trainees’ clinical experience and service. It is to the benefit of USAF MTF and the Department of the Air Force for its trainees to use the clinical facilities at BAMC to receive some of their clinical experience. BAMC will benefit from the use of USAF MTF trainees’ clinical experience and service. This memorandum formalizes the establishment of the San Antonio Uniformed Services Health Education Consortium, hereafter referred to as “SAUSHEC” to be Sponsoring Institution for all Accreditation Council on Graduate Medical Education (ACGME) approved GME programs addressed at either of the Members' Institutions.
    - (1) The primary purpose of SAUSHEC is to ensure that all its GME programs are in compliance with the standards of the ACGME and

other accrediting agencies and to maintain a scholarly environment in its GME programs to ensure they meet the educational requirements of GME programs. The specific nature of these GME programs is to train a mutually agreed upon number of residents in their specific fields and to accomplish required program objectives in patient care, training skills, and medical knowledge while utilizing the resources of the USAF MTF and BAMC. SAUSHEC will insure that its GME programs curricula meet the special clinical training requirements needed for completion of residency/fellowship programs and for preparation for various specialty board examinations.

- (2) SAUSHEC will work with other military professional training programs at the Members institutions to insure that overall Military Professional Education in San Antonio is of the highest quality possible and as integrated as possible.

4. **Understandings:** The Members acknowledge and agree to the following:

- a. Nothing in this agreement shall be interpreted to mean or imply that SAUSHEC, in whole or in part shall function other than in strict accord with applicable Service or DoD regulations and instruction, applicable federal laws and the bylaws, rules and regulations of the participating institutions.
  - (1) SAUSHEC may, when appropriate, seek exception or exemption from Service or DoD regulations, instructions, bylaws, rules and regulations to ensure SAUSHEC can function effectively as the Sponsoring Institution of GME, and that SAUSHEC meets the requirements of the ACGME and other GME regulatory agencies for a GME sponsoring institution.
- b. Members will conduct Consortium related business in accordance with SAUSHEC bylaws and policies as written by the Members and these will be in compliance with applicable Service or DoD regulations and instructions except as noted in Section 4.a.1.
- c. When the residents of any Member are participating, under this agreement, at the facility of another Member, the residents will be under the supervision of the officials of the facility wherein the training is taking place.
- d. The Members will respect service specific mission-related requirements, including deployment or other activities impacting resident and staff personnel in support of military missions.

- e. SAUSHEC and its member institutions will
  - (1) Maintain an acceptable education and institutional accreditation status throughout the course of this agreement.
  - (2) Make available reasonable clinical and related facilities needed to train residents under this agreement. The extent and scope of facilities made available will be discussed among Members in the SAUSHEC Command Council. The ultimate determination of the scope and extent of available facilities will be the sole discretion of Member institution where training takes place.
  - (3) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation.
- f. Residents, Fellows and Staff often pursue clinical investigation studies that are critical to the academic environment of GME and to satisfy Residency Review Committee (RRC) requirements. To ensure the GME integration process receives the greatest support and the fewest obstacles, it has been decided that research protocols approved by the Institutional Review Board (IRB) at either Member will be recognized by the other. This will also provide additional opportunities for patient participation in clinical research. Each Medical Center Commander will appoint two members (at least one of which will be a physician) to the other Center's IRB to represent their interest. Protocols should specify the participation of one or both institutions and have a co-investigator at each participating institution.
- g. Chain of Command for academic issues will be through the respective Program Director, regardless of branch of service. However, the Program Director is advised to consult with the Associate Program Director of the same branch of service of the Fellow or Resident. Chain of Command for disciplinary and other administrative actions will be through the respective command structure appropriate to each branch of service. The respective command levels are advised to involve the respective Program Director.
- h. Training reports for the residents will be accomplished by their respective Program Director. Any performance reports (OERs, OPRs) required will be written by the residents' same Service Program Director or Associate Program Director. All required reports will be generated by the residents' respective branch of service.
- i. Uniform determination of Air Force personnel working at BAMC will be equivalent to that required by Army personnel. However, the standards of dress and appearance for Air Force personnel must be consistent with Air Force policy on Dress and Personal Appearance. Uniform determination of Army personnel working at WHMC will be equivalent to that required by Air Force personnel. However, the standards of dress and appearance

for Army personnel must be consistent with Army policy on Dress and Personal Appearance.

- j. The programs described in this agreement are not intended to displace employees or impair existing contracts for services.
- k. The number and assignment of students to training programs under this agreement will be mutually agreed upon between USAF MTF and BAMC prior to the beginning of each training period. Each member reserves the right to bar any participant involved in a training program under this agreement when it is determined that further participation would not be in the best interest of either member.
- l. SAUSHEC may use the name of both member institutions in its required informational and publicity efforts. Neither member will use the name of the other member's institution in any of their publicity or advertising media without the consent of SAUSHEC or the express written consent of the other member institution.
- l. Neither member to this agreement nor their trainees will publish any materials developed as the result of their clinical experience until such publication has been approved for release, in writing, by the other member or the joint IRB.
- m. The clinical facilities of the respective members to this agreement at which clinical training is taking place will:
  - (1) Arrange schedules that will not conflict with the orderly operation of the institution.
  - (2) Designate an official to coordinate the trainees' clinical learning experience. Have the faculty or staff member coordinate with the designated training official on the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and other educational programs.
  - (3) Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experience.
  - (4) Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.
  - (5). Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or

staff supervisors and ensure residents taking in-house call will have access to appropriate sleep rooms.

- (6) Provide emergency medical and dental treatment to trainees while in the medical facility for training.
- (7) Arrange the necessary access to the clinical facilities, necessary parking or base permits, and access to dining facilities to be used at the trainee's own expense.
- (8). Require all trainees who operate an automobile on Lackland AFB or Ft Sam Houston to maintain the minimum statutory requirements of local and state law and Air Force or Army regulations on automobile liability insurance.

## **5. RESPONSIBILITIES :**

- a. In addition to other provisions in this agreement, the Members specifically agree to ensure the provision of the following:

- (1) Jointly develop detailed bylaws for the SAUSHEC.
- (2) Form an active oversight and governing system for SAUSHEC.
- (3) Appoint, empower and resource a Chief Operating Officer for the SAUSHEC to manage military GME in San Antonio and who will be the ACGME Designated Institutional Official for SAUSHEC and all its GME programs.

- b. In addition to other provisions in this agreement:

- (1) The Members agree to oversee and provide, by consensus, adequate technical, administrative and budgetary support as well as space to ensure that SAUSHEC can carryout its functions.
- (2) Each consortium member will have all resident training assignments, conference schedules, leave policies, courses and military specific activities coordinated through the program directors.
- (3) SAUSHEC and its Member institutions will collect, and maintain training records and reports developed during the course of the residents training. These will be made available to appropriate agencies such as state licensing agencies.

## 6. FINANCIAL MANAGEMENT:

a. There will be no compensation (beyond normal military compensation otherwise due to military members) paid to the trainees of either member to this agreement for their participation in these programs. The use of either member's facilities is for the purpose of the training described in this agreement, and no compensation will be paid for any incidental work benefits that accrue to either member.

b. General principles of GME budgeting in SAUSHEC:

- (1) WHMC will pay the program accreditation fees for the SAUSHEC programs addressed at WHMC and BAMC will pay the program accreditation fees for the SAUSHEC programs addressed at BAMC (Current costs are \$2,000 per year for programs with less than 6 residents and \$2,500 per year for programs with 6 or more trainees). SAUSHEC Institutional level fees will be shared equally by WHMC and BAMC (none are anticipated).
- (2) WHMC and BAMC will share expenses of the SAUSHEC Dean and the Dean's office staff equally. (Anticipated cost \$146,354)
- (3) Program Director GME expenses for TDY and dues essential to running their program will be paid for by the military service of the program director.
- (4) SAUSHEC program directors will develop a fiscally responsible GME budget for their training programs. They need to budget for GME-essential expenses in the most cost-effective manner possible while assuring their programs continue to meet the high GME standards expected of military training programs. Essential GME training that must be done outside SAUSHEC member institutions will be done in a DOD/VA facility when possible, a civilian location in San Antonio or at the most cost-effective civilian location outside of San Antonio in that order of preference.
- (5) Each military service will pay all training incurred expenses for its own trainees. These expenses include all TDY travel to meetings and for rotations elsewhere, inservice exams, board exam fees that are budgeted for and are paid while the individual is still in training etc consistent with service specific regulations.
- (6) Supply items (such as temporal bones, cadavers, brains, pencils, paper, teaching aids, etc) used at WH will be paid for by WH regardless of whether Army or Air Force trainees are using the supplies. Likewise,

supply items used at BAMC will be paid for by BAMC regardless of whether Army or Air Force trainees are using the supplies.

- (7) All residents in integrated programs will be treated equally with respect to financial management and opportunities for training—to include educational TDYs, medical equipment and support.
  - (8) SAUSHEC will strive for relative budget equity across all integrated and stand-alone programs for budget items that are considered “negotiable” such as computer learning aids and TDY for CME-type meetings. In other words, one SAUSHEC program should not be budgeted to send its trainees TDY to several CME-type meetings per year while a similar SAUSHEC program is not budgeted to send its residents TDY to any CME-type meetings. However, the TDY cost for “training rotations;” i.e., 1-6 month rotations outside of San Antonio, will vary widely among SAUSHEC programs depending upon what is required for each program to meet RRC and case-mix standards for that specialty.
  - (9) Non-military funding, i.e., Gifts & Grant monies, may be used to send trainees to additional meetings to present research if determined educationally appropriate by the Program Director; if all trainees in the program have an equal opportunity to receive this type funding; and if approved by appropriate authorities to use this type funding.
  - (10) A unified SAUSHEC GME budget will be developed by the Dean and presented to the commanders in a timely fashion each year for approval.
7. **LIABILITY:** When any tort claim for negligent acts of a resident arises, the facility where the alleged act of the resident occurs will initially process, investigate, and arrange for the defense of the case. The staff judge advocate at the parent facility of the resident will be notified immediately of the name of the resident and the nature of the allegations. Depending on the Service of the involved providers, the legal offices of each facility will coordinate as to which should process the claim. Each institution will cooperate to the fullest extent with the other institution in preparing for and conducting the defense of any malpractice claim involving its residents.
8. **AGREEMENT AND ADMINISTRATION:**
- a. This agreement does not supersede any other institutional agreements between the Members. The terms of this agreement will become effective immediately upon signature of all Members, and will continue until

terminated by the mutual consent of all Members, or any one Member with 180 days written notice to the other member.

- b. Members reserve the right to amend this agreement on the basis of service or institutional mission changes.
- c. It is agreed that the Surgeons General of the Members respective branch of service or the Assistant Secretary of Defense for Health Affairs will have the discretion to terminate this agreement at any time it is deemed necessary.
- d. This agreement will be reviewed annually. Re-evaluation and re-negotiation of the provisions of this agreement may be initiated by any member at any time and will be effected upon the approval of both Members.
- e. By signing below signatories acknowledges he/she has the authority to obligate his/her respective institutions.

## MEMBERS

\_\_\_\_\_  
LEE P. RODGERS  
Major General, USAF, MC, SFS  
Commander  
Wilford Hall Medical Center

\_\_\_\_\_  
DANIEL F. PERUGINI  
Brigadier General, USA, MC  
Commanding  
Brooke Army Medical Center

Date \_\_\_\_\_

Date \_\_\_\_\_

## ENDORSERS

\_\_\_\_\_  
PAUL K. CARLTON, JR.  
Lieutenant General, USAF, MC, SFS  
Surgeon General Of The Air Force

\_\_\_\_\_  
JAMES B. PEAKE  
Lieutenant General, USA, MC  
Surgeon General Of The Army

Date \_\_\_\_\_

Date \_\_\_\_\_



